

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

APR 20, 2004 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2187665
FILE NO. : L50581H
OPENING DATE : 04/20/04

=====> VENDOR NAME AND ADDRESS

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.**SEE NO. 8 BELOW. RETURN BID TO**2187665 04/20/04 10:00 AM
L50581HOFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095BUYER : ANN CAMPBELL
BUYER PHONE : (225) 342-8023
DATE ISSUED : 03/17/04
REQ. AGENCY : 139001

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SECRETARY OF STATE
AGENCY REQ. NO. : 1023
ISIS REQ. NO. : 1260279
VENDOR PHONE :
FISCAL YEAR : 05
CLASS/SUBCLASS : 91036
SCHEDULED BEGIN DATE : 00/00/00
SCHEDULED END DATE : 00/00/00
T-NUMBER :TEMPERATURE CONTROL MAINTENANCE FOR
THE ARCHIVE LOCATION-3851 ESSEN LANE

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

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VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)NAME OF BIDDER
(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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<p>COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>3 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>4 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.</p> <p>CONTRACTOR'S LIABILITY INSURANCE:</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>5 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p>			

PRICE SHEET

NUMBER : 2187665

OPEN DATE : 04/20/04

TIME: 10:00 AM

T-NUMBER :

INVITATION TO BID

BIDDER:

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: SECRETARY OF STATE PURCHASING DEPT 3851 ESSEN LANE BATON ROUGE, LA 70809				
00001	COMMODITY CODE: 910-36-000000 MAINTENANCE OF TEMPERATURE CONTROL SYSTEM AT THE SECRETARY OF STATE ARCHIVE BUILDING. LOCATED AT 3851 ESSEN LANE, BATON ROUGE, LA.70809. MAINTENANCE OF THE ENVIRONMENTAL CONTROL SYSTEM TO BE EFFECTIVE FOR TWELVE (12) MONTHS BEGINNING JULY 1, 2004 THROUGH JUNE 30, 2005 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	12	MO		

I. GENERAL

- A. Bidders will perform and provide an equipment analysis and will provide an optimum maintenance schedule based on the system's required. The following maintenance tasks and interval are provided as minimums. The executed schedule shall incorporate the preventative maintenance data (available from the manufacturer), components make up, run time, application, system location, and the System 600's required service intervals for all the system components.
- B. All work must be performed by workmen skilled in the trade required for the work. Mechanics and electronic systems service personnel must have a minimum of 3 years experience repairing facility management systems. The bidder must be qualified as a repairer and or installer of the equipment.
- C. Bidder will use the equipment analysis to develop and provide a program of standardized preventive maintenance routines to be performed on the Powers System 600 during the contract period. The bidder will then create preventative maintenance work orders. Each preventative maintenance work order will list the inspection data, site contact to report to, all individual equipment components to be serviced, equipment location, work to be performed and any special instructions. The work orders for every individual day of preventative maintenance for the entire contract period will be furnished to the Building Manager within two weeks after the contract is awarded.
- D. Bidder will maintain system integrity to be verified through physical point checks, point commanding techniques, selective disabling, system wide function and tests and examination and analysis of standard report logs by a trained specialist or field engineer.
- E. Bidder shall have the capacity to provide On-Line service consisting of electronically communicating from bidder's office location to the System 600's site location via regular voice grade dial-up phone line. Furnishing the phone line is not within the scope of this contract. The purpose of this service is to remotely perform diagnostic and trouble shooting procedures. Bidder will be provided with unrestricted communications access to the System 600 for these purposes. Bidder will document each On-Line call and furnish a copy showing time, date, and a brief description of activity to the contract issuer.
- F. It is the intention of this specification to establish and define those services that are to be performed.

II. SERVICE COMPANY QUALIFICATIONS

- A. The following requirements shall be considered as the minimum standards for the employees of the Service Company to be considered as qualified to provide services under the contract, and shall be a prerequisite to any award.

- B. Services that are to be provided shall be performed by qualified and trained service personnel. Subcontracting portions of the systems or services requested in this specification shall not be allowed without prior consent. The State Archives personnel shall have the right to interview and to approve the subcontractors. Subcontractors approved shall continue their portion of maintenance work as long as the work remains acceptable to State Archives. State Archives shall have the right to require that the contractor dismiss unacceptable personnel for due and just cause.
- C. The Service Company's preventive maintenance program shall be computer generated, based on run time, manufacturer's recommendations, and a historical data bank of similar equipment. Simple computer based, run time only, or hand scheduled programs, are not acceptable.
- D. Bidder will be required to provide all equipment necessary to perform the full extent of this contract.
- E. Bidders shall attach a list of 5 systems in Louisiana to their bid, of same size and manufacture that they have performed the scope of services required in this specification. Provide the name of the facility, number of automation panels, manufacturer and a contact at the site. Not providing these references can be considered reason for immediate disqualification of the bid.

III. SCOPE

- A. Preventative maintenance services shall be provided by the Service Company for the Temperature Control System. This includes thermostats pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, capacity controls, safety controls, recorders, control panels, gauges, air compressor (for the pneumatic control systems), electronic computer systems, and the graphic operators interface hardware and software.
- B. The Service Company shall furnish all personnel, parts, materials, test equipment, tools and services in conformance with the terms and conditions as outlined below.
- C. State Purchasing reserves the right to request the Service Company to submit for evaluation a comprehensive and detailed technical and business prospectus, descriptively outlining the ability to adequately and satisfactorily perform the services as requested in this specification.
- D. All Service Companies desiring to provide services specified shall visit the job site to become familiar with the facility and equipment prior to submitting a proposal. No proposal shall be accepted from any Service Company unless it has been verified that there has been a visit and inspection prior to submittal.

- E. Reasonable means of access to the equipment being serviced shall be provided to bidder, bidder shall be permitted to start and stop all equipment necessary to perform the proposed services.
- F. To ensure that the investment in the System 600 is protected and that the value of the system increases over time, the contractor must provide the latest version of firmware (as confirmed by Siemens/Powers factory) on a yearly basis as part of this agreement. As assurance of the contractors capabilities in this area, the contractor shall provide a list of available firmware upgrades with part numbers and identify the source of supply for this item as part of the bid.
- G. To minimize the possibility of System 600 downtime, the contractor must carry local stock of the System 600 components on site. The contractor must also be able to deliver any part or component of the System 600 by the next day. The contractor shall submit as part of the bid a list of components by part number that are in local inventory.

IV. EQUIPMENT MAINTENANCE SERVICE

- A. **EQUIPMENT TO BE SERVICED** **SIEMENS/POWERS SYSTEM 600**
 - 1) Successful bidder shall provide as a minimum the services described below in section V. on the existing Siemens/Powers System. The System 600 in inclusive of existing standalone Control Unit (SCU) panels and associated field sensors and field transducers wired to the panels. The System 600 also comprises all pneumatic and electric devices directly involved with the HVAC control including the air compressor and air dryer and, devices that are both connected to the field panels (for DDC), and those that are not. The System 600 also includes the operator's terminal, and the printer.
 - 2) The contractor shall provide a graphical operators interface terminal with dynamic interactive graphical displays of all the systems and associated equipment in the facility. The operators interface shall also have floor plans with equipment and sensor locations. All point information and operating parameters shall dynamically update on the graphics. The operator shall be able to command from the graphical interface without leaving the graphic. The graphical interface shall also serve as a database backup device and initiate automatic downloads to the field panels in case of a failure. The graphical interface computer hardware and software should be equal to the current Insight graphical operators interface in functionality and speed. The graphical interface shall remain on site through the duration of the contract but remain the property of the contractor.
- B. **EQUIPMENT NOT INCLUDED**
 - 1. Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are non-maintainable or non-moving are not required nor included as part of this specification.

2. Excluded items shall be considered as: foundations, structural supports, domestic water lines, drains, plumbing oil lines, gas lines, piping, oil storage tanks, air handling ductwork, boiler shell and tubes, unit cabinets, boiler trim and refractory material, cooling tower structures, etc.
3. The owner assumes that the system(s) being quoted upon are in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for owner's approval. Should owner not authorize system(s), component(s), or part(s) from its scope of responsibility, and adjust the monthly rate accordingly or cancel this Agreement.
4. This specification covers only that equipment as listed herein, and in the event the system is altered, changed, or if any equipment is added, or not included in this specification, then that portion shall be added or deleted as required, and shall be in accordance with this specification.

V. SPECIFIC PREVENTATIVE MAINTENANCE TASKS SHOULD INCLUDE THE FOLLOWING:

A. System Software and Operators Console

- 1) Perform the following a minimum of **once a month** for twelve months
 1. Check the functionality and run set-up diagnostics on the operator's terminal
 2. Verify consistency of terminal communication protocol

B. Graphical Operators Interface

- 1) Perform the following software operations a minimum of **once a month** for twelve months.
 1. Backup the system software
 2. Backup graphical database
 3. Provide mandatory yearly software updates
 4. Provide yearly documentation updates
 5. Review new features with the system operators
 6. Review customer log book and fix all system problems
 7. Run systems software diagnostics
- 2) Perform the following hardware tasks a minimum of once a month for twelve months
 1. Inspect work area, check cables and power connections
 2. Check monitor, keyboard, computer and printer. Clean as required.
 3. Repair or replace as required.

C. System 600 Stand Alone Control Unit Panels (SCU)

- 1) Perform the following software preventative maintenance routines on the SCU panels:
 1. Periodic Coldstart Dump Analysis. Check for:
 - (a) Number of coldstarts
 - (b) Number of warmstarts
 - (c) Hardware errors
 2. Software errors
 3. Database checks. Including:
 - (a) Powers Process Control Language
 - (b) Point Database
 - (c) Priority and operation of points
 - (d) Functionality
 4. Analog Point(s) Analysis:
 - (a) Slope and intercept
 - (b) Sensor/transmitter accuracy
 5. Check and reset system time
 6. Make update database backup
 7. Perform Failed Point Report and Cabinet Report
- 2) Perform the following preventative maintenance routine on the SCU Controller Board:
 1. Check voltage and adjust +5v power supply
 2. Check ribbon cable seating
 3. Check SCU backup battery voltage and determine if the battery is holding its charge adequately
 4. Check SCU backup battery charging circuit
 5. Check all transzorbers
 6. Check the transient protection and install replacement if necessary
- 3) Perform the following preventative maintenance routine on the SCU Communication Board:
 1. Check trunk wiring for proper connections
 2. Check Communication Board for secure seating in the Termination Board
 3. Observe that the communication LED's are flashing properly
 4. Check the trunk biasing jumpers for proper positioning
 5. Check the trunk bias voltage
 6. Check the trunk drivers
- 4) Perform the following preventative maintenance routine on the SCU Termination Board:

1. Check metal Oxide Varistors (MOV's) and replace if needed
 2. Check all Digital Output relays and replace if necessary
 3. Check all field wiring and correct as required
 4. Check fuses F1 and F2
 5. Check voltages and molex connector and adjust the +5v supply if necessary
 6. Check the Digital Input optocouplers and replace if necessary
 7. Check option board connections for proper seating
- 5) Perform the following preventative maintenance routine on the SCU Power Supply:
1. Check that the power supply is tight to the chassis
 2. Check that the shielded power cable is used to connect to the Termination Board
 3. Check the two prong adapter plug
 4. Check fuses F3 and F4
 5. Check that the power supply wiring harnesses are tight
 6. Check and adjust the following power supply voltages while operating under load:
 - +5.7 Vdc
 - 15.0 Vdc
 - +5.0 Vdc
 - +22.0 Vdc
 - +26.0 Vdc
 - +15.0 Vdc
 - 23.0 Vdc
 7. Check transformer for an abnormally hot condition
 8. Check and reinstall AC power line filters if necessary
 9. Check +5 Vdc supply for any AC ripple and replace the power supply if ripple is outside of the manufacturers limits
- 6) Perform the following preventative maintenance routine on the SCU Analog Output Pneumatic Board:
1. Check for air leaks
 2. Check for proper seating of Digital Pneumatic Valves connectors
 3. Calibrate all Digital Pneumatic Valves
 4. Check that all LEDs are flashing properly
- 7) Perform the following preventative maintenance routine on the SCU Analog Input Pneumatic Boards **three times annually**:
1. Check for air leaks
 2. Check for proper seating of board connectors
 3. Calibrate all Analog Input Pneumatic Transducer points
- 8) Perform the following preventative maintenance routines on all other option boards:

1. Check for proper board connection and seating
 2. Check slope/intercepts
 3. Check all wiring
 4. Test functionality of all points
 5. Check that all LEDs are flashing properly
- 9) Perform the following general preventative maintenance routine on the SCU:
1. Clean the inside of the cabinet (vacuum)
 2. Check all ground straps for good connections

D. System 600 Field Devices

- 1) Check the functionality and calibrate all electronic transducers as follows:
 1. Flow Twice Annually
 2. Humidity Four Times Annually
 3. Temperature Once Annually
 4. Static Pressure Four Times Annually
- 2) Check the functionality and calibrate all electronic sensors as follows:
 1. Flow Twice Annually
 2. Humidity Four Times Annually
 3. Temperature Once Annually
 4. Static Pressure Four Times Annually
- 3) Check the functionality and calibrate all pneumatic transmitters. Check for deterioration of all natural and unnatural materials within the device (diaphragms and elements) as follows:
 1. Flow Twice Annually
 2. Humidity Four Times Annually
 3. Temperature Once Annually
 4. Static Pressure Four Times Annually
- 4) Check the functionality and calibrate adjustable spring ranges of all control valves and damper actuators. Stroke all valves and actuators manually to both extreme positions. While stroking, apply lubricants to ensure proper operation without excess tension and to ensure all components against corrosion. Perform these tasks once annually.

- E. Check functionality and make proper adjustments to all switching devices, those which terminate inside the Stand Alone Control Unit panels and those which do not. Perform these tasks once annually. These devices include but are not limited to:
- 1) EP Switches
 - 2) Flow Switches
 - 3) Hi Limit Thermostats
 - 4) Low Limit Thermostats
 - 5) PE Switches

- 3) All repair and replacement parts, components, and devices for the automation systems and equipment as listed shall be supplied by the Service Company and shall be included in the cost of the Service Program.
- 4) All replacement parts shall be original factory manufactured parts. Any substitution of parts of a different manufacture or model must be approved prior to installation.
- 5) All miscellaneous parts and supplies necessary to maintain the automation system and control equipment shall be supplied by the Service Company and shall be included in the cost of the Service Program (belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
- 6) The successful bidder shall not be made responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the Service Company or by reason of any other cause beyond the control of the Service Company except ordinary wear and tear.
- 7) The successful bidder shall be available, at no additional charge, for consultation, minor design and equipment changes, or modifications to automatic temperature control, and mechanical systems. The Service Company shall be expected to recommend energy saving modifications and low cost or no cost modifications and operating procedures changes to the owner.

B. LABOR

- 1) All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the Service Company and shall be included in the cost of the Service Program.
- 2) This emergency service shall be provided as often as needed on a 24 hour basis; weekends and holidays included.

VII. MAINTENANCE PROCEDURES AND RECORDS

- A. The successful bidder shall utilize computer generated preventative maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations, and historical databank, as pertinent to each task.
- B. As work is done, the successful bidder shall issue, to his mechanic and technician on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
- C. The successful bidder shall provide a system for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventative maintenance frequencies.

- D. During the course of the service program, the successful bidder shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.

VIII. PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

- A. The Service Company shall schedule and perform the preventative maintenance services on no less than a monthly/quarterly/semi annual basis
- 1) After each service call, a service report shall be left with the owner detailing work accomplished.
 - 2) Two of the scheduled service calls shall include the system start-up and the system shut-down for the appropriate season.
- B. The Service Company shall provide emergency service on an as required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.
- 1) This emergency service shall be provided as often as needed, on a 24 hour basis; weekends and holidays included.
 - 2) The Service Company shall be capable of responding to an emergency situation with two (2) hours.
 - 3) Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.

IX. SERVICE PERFORMANCE GUARANTEES

- A. PERFORMANCE REVIEW
- 1) The owner's agent may review, at any time, the services provided and reports submitted to verify that the preventative maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services shall be to the Service Company in writing for correction.
 - 2) For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Service Company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

X. SPECIAL CONDITIONS

- A. The successful bidder's responsibility for injury to persons or property that may be caused by or arise through the maintenance, service, functioning, or use of the system, shall be limited to injury caused directly by the Service Company's negligence in performing the obligations as set forth in this specification.

- B. The successful bidder shall not be made liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions by the Service Company's direct control including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flood and other acts of God.
- C. The successful bidder shall maintain Comprehensive General Liability Insurance. The coverage shall be for amounts not less than: \$100,000 bodily injury each person; \$500,000 bodily injury each occurrence; and \$250,000 property damage each occurrence. A Certificate of Insurance indicating at least these minimum amounts shall be provided by the successful bidder.
- D. Access to all devices to be serviced shall be provided for the successful bidder. The successful bidder shall not be held responsible for equipment malfunctions or damage should access to equipment or the inability to start and stop primary equipment incidental to the operation of the mechanical system be denied or not provided.
- E. This specification covers only that equipment as listed herein and in the event the system is altered, modified, changed or if any equipment is added or not included in this specification, then that portion shall be added or deleted as required and shall be in accordance with this specification.

JOBSITE VISIT CERTIFICATION

This signed statement certifies that the vendor named below has visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications of this project.

VENDOR COMPANY NAME

AGENCY NAME

VENDOR SIGNATURE

AGENCY SIGNATURE

NOTE: This certification to be signed by the vendor and agency representative and should be submitted with the bid proposal.

A signed letter from the agency representative (stating that the vendor has visited the jobsite) may be submitted for the above and should be submitted with the bid proposal.

Failure to submit one of the above may cause your bid to be disqualified.

BIDDER'S CHECKLIST

- _____ Pricing Proposal
- _____ List of 5 similar systems currently maintained in Louisiana
- _____ Firmware upgrade list
- _____ Locally stocked spare parts list